AGREEMENT

between

CITY OF APPLETON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

January 1, 2017 through December 31, 2020
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THIS AGREEMENT is made and entered into this ___ day of _____, 2018, between the City of Appleton, hereinafter called the EMPLOYER, and the International UNION of Operating Engineers, Local UNION #70, hereinafter referred to as the UNION. The parties hereto agree as follows:

ARTICLE 1 – PURPOSE

1.1 The UNION and the EMPLOYER agree that the purpose for entering into this AGREEMENT is to:

A. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT;

B. Specify the full and complete understanding of the parties; and

C. Place in written form, the complete AGREEMENT upon the terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 – RECOGNITION

2.1 EMPLOYER recognizes the UNION as the exclusive representative for all employees of the Street, Water and Sewer Departments of the City of Appleton who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) days per year, excluding elected officials, supervisory employees, confidential employees and all other City employees.

2.2 Disputes which may occur over the inclusion or exclusion of new, modified, or other job classifications within the described units shall be referred to the Bureau of Mediation Services for determination.
ARTICLE 3 – DEFINITIONS

3.1 UNION. The International UNION of Operating Engineers, Local #70.

3.2 UNION Member. A member of the IUOE Local #70.

3.3 Employee. A person employed by the EMPLOYER and assigned to a job classification within an appropriate bargaining unit covered by this AGREEMENT.

3.4 Probationary Employee. Employee who has not completed the probationary period.

3.5 Regular Employee. Employee who has completed the probationary period.

3.6 EMPLOYER. The City of Appleton or a designated representative.

3.7 UNION Officer. An elected or appointed representative of IUOE Local #70.

ARTICLE 4 – UNION RIGHTS

4.1 Dues Deduction. The EMPLOYER agrees to deduct monthly from the wages of employees who authorize such a deduction in writing, an amount equal to monthly UNION dues.

4.2 Fair Share. The EMPLOYER, upon written notification from the UNION, shall deduct monthly from the wages of non-probationary employees who are not members of the UNION, “fair share” fee in accordance with Minnesota statutes.

4.3 Remittance of Dues and Fair Share. The EMPLOYER shall remit to the UNION monthly, the deductions made under 4.1 and 4.2, together with a statement of employees from whom such deductions have been made.
4.4 **Indemnification.** The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of 4.1 and 4.2 of this article.

4.5 **Right to Join and Participate.** Employees shall have the right freely and without fear of penalty or reprisal, to form, join and participate in the UNION or to refrain from such activity. Employees shall have the right to freely participate in internal UNION affairs, as officers, stewards, committee persons or such other capacities to the extent that such participation does not interfere with any employee's job duties and responsibilities.

4.6 **Stewards.** The UNION may designate to a maximum of one (1) employee within each bargaining unit as Steward and shall notify the EMPLOYER in writing of the employee so designated and of any changes in such positions.

A. A Steward shall have those duties and responsibilities as established by Article 15 (Grievance Procedure).

B. During working hours and without loss of pay, a designated Steward shall be allowed reasonable time to post official UNION notices or announcements to transmit official communications authorized by the UNION to the EMPLOYER, so long as such activity does not interfere with the employee's assigned job and responsibilities.

C. Upon notification to the EMPLOYER, a Steward shall be allowed reasonable time off duty, with pay, to consult with the EMPLOYER or UNION officers, concerning the administration of this AGREEMENT, or to attend negotiation sessions mutually scheduled by the UNION and the EMPLOYER for the renegotiation of this AGREEMENT.
4.7 **UNION Representative.** Business Representative of the UNION shall have the right to enter the EMPLOYER’s facilities to meet with employees covered by this AGREEMENT.

4.8 **Use of EMPLOYER’s Facilities.** Under no circumstances will the EMPLOYER’s human resources, supplies, equipment or facilities be used in support of UNION affairs or business, except as hereinafter provided by this Section.

A. The EMPLOYER shall provide reasonable space designated for employee bulletin boards for the posting of official UNION notices and announcements.

B. Official UNION shop meetings, called by a UNION Business Representative, may be held in the employee's lunchrooms or available maintenance areas, during lunch or break periods provided that such meetings do not interfere with the employee's work duties and responsibilities.

**ARTICLE 5 – EMPLOYER RIGHTS**

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all human resources, facilities and equipment, to establish functions and programs to set and amend budgets, to determine the utilization of technology, to establish and modify the organizational structure to select, direct and determine the number of personnel, to establish work schedules and to perform any inherent managerial function not specifically limited by this AGREEMENT.

5.2 Any term and condition of employment not specifically established or maintained by this AGREEMENT shall remain within the discretion of the EMPLOYER to modify, establish or eliminate.

5.3 Nothing in this AGREEMENT shall be construed as restricting or prohibiting the EMPLOYER’s right to subcontract, however, the EMPLOYER agrees to notify the UNION ninety (90) days prior to final action regarding subcontracting work which would reduce the work or
number of hours worked by the employees employed at the date of this AGREEMENT.

5.4 Upon request of the UNION, the EMPLOYER shall meet and confer regarding the subcontracting decision.

ARTICLE 6 – HOURS OF WORK

6.1 The EMPLOYER shall be the sole authority in determining work schedules. It is understood, however, that employees and the UNION shall be notified in writing seventy-two (72) hours before the effective date of such changes. The notification shall not be required in cases of temporary schedule changes to meet emergency needs.

6.2 The normal workday for the Street, Sewer and Water Departments shall consist of a scheduled shift, and the normal workweek shall consist of forty (40) hours.

ARTICLE 7 – OVERTIME, CALL BACK AND PREMIUMS

7.1 Overtime. The EMPLOYER shall have the right to schedule overtime work. Employees scheduled overtime shall be compensated for such hours worked in accordance with this Article.

A. Overtime shall be awarded as compensatory time up to a maximum of two hundred and forty (240) hours. Upon reaching the maximum of two hundred and forty (240) hours the employee shall be compensated at one and one half (1-1/2) times their hourly rate of pay. Compensatory time may be used on a mutually agreed basis. An employee shall not be required to use compensatory time. In the event the City wishes to clear out accumulated “comp time”, the employee shall be compensated accordingly.

Payment of any and all overtime hours shall be paid within the pay period that they are earned.
Employees may request a payout of accrued compensatory time of up to twenty (20) hours to be paid out per quarter. Employees must submit a request form within one (1) week of the payout.

7.2 Call-Back.

A. An employee who is called to duty by the EMPLOYER during scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee’s base rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

B. An employee who reports for work in accordance with their normal schedule and not put to work shall be credited for two (2) straight-time hours provided the employee was not notified prior to leaving for work not to report.

ARTICLE 8 – PROBATIONARY PERIOD

8.1 Original Employment. All original hires or rehires, following separation from employment, shall serve a six (6) continuous month probationary period.

A. Employees may be terminated during the probationary period at the discretion of the EMPLOYER without such termination being a violation of this AGREEMENT.

B. During the probationary period, employees shall earn sick leave and vacation as established by this AGREEMENT, but shall not be eligible to take a vacation until completion of the probationary period.

C. Employees shall have no seniority status during the probationary period. Employees shall be assigned a seniority date as of their first day of continuous employment.
ARTICLE 9 – SENIORITY

9.1 Seniority shall be defined as length of employment with the EMPLOYER in a classification covered by this AGREEMENT.

9.2 **Break in Seniority.** Seniority shall not be earned by an employee under the following conditions:

A. During the period of a suspension.

B. During a period of an unpaid leave of absence.

C. During a period of layoff as provided by this AGREEMENT.

9.3 In the event it is necessary for the EMPLOYER to temporarily or permanently reduce the work force, employees shall be laid off in the inverse order of their seniority within the classification where the layoff occurred, provided the senior employee is qualified to perform the duties involved. The affected employee may displace a less senior employee in the same or lower classification provided he/she is qualified to do the work.

No employee will be allowed to bump a less senior employee in a higher paid classification.

9.4 Employees shall be recalled from layoff in order of their seniority, provided:

A. No new employee shall be hired to a job classification within the bargaining unit for which an employee is on layoff until all employees in a layoff status have been offered an opportunity to return to work.

B. And the senior employee is qualified to perform the duties involved.

9.5 In the event a position becomes open, the EMPLOYER shall post the opening on the employee’s bulletin board for a period of five (5)
working days. All bargaining unit employees will be allowed to bid on the open position. The EMPLOYER shall award the position to the senior qualified employee from the bargaining unit making application. Should no employee apply for the position, or if no internal candidate is qualified for the open position, the EMPLOYER may fill the position from outside the bargaining unit.

9.6 The EMPLOYER shall post a seniority list of employees covered by this AGREEMENT at least once every twelve (12) months, a copy of which shall be sent to the UNION.

ARTICLE 10 – INSURANCE

10.1 Medical and Hospital Insurance. The EMPLOYER shall provide a hospital/medical/surgical insurance program for each regular employee. The EMPLOYER shall pay up to a maximum of ($660.00) per month for each regular employee in 2018 and thereafter for the life of this agreement. The EMPLOYER and the EMPLOYEE shall share equally any increases in the monthly premium costs in excess of $945.00 monthly. In addition the EMPLOYER and the EMPLOYEE shall share equally the inpatient deductible for the life of this agreement.

10.2 The EMPLOYER will provide and pay the entire premium for Life Insurance in the amount of the employee’s annual salary based on the employee’s hourly wage as of January 1st times 2,080 hours. The life insurance is available in $5,000.00 increments. The EMPLOYER will provide life insurance to the $5,000.00 increment, which exceeds the employee’s annual salary.

10.3 Long Term Disability Insurance. The Employer agrees to a payroll deduction for Long Term Disability Insurance for those employees who wish to enroll for such insurance. Premiums to be paid by employee.

10.4 The EMPLOYER shall contribute the total basic cost of metal frame prescription safety glasses, provided the employee furnishes the prescription. In the event the glasses are damaged at work the
EMPLOYER shall contribute the basic cost of a replacement. The employee shall pay any cost above the basic cost of metal framed prescription safety glasses.

ARTICLE 11 – VACATIONS

11.1 Hours worked for vacation computation shall be based on 2,080 hours per year. Regular employees shall earn vacation on the following basis:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Time Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year of service</td>
<td>.0192 hours for each hour worked</td>
</tr>
<tr>
<td>After 2 years of service</td>
<td>.0384 hours for each hour worked</td>
</tr>
<tr>
<td>After 7 years of service</td>
<td>.0576 hours for each hour worked</td>
</tr>
<tr>
<td>After 12 years of service</td>
<td>.0769 hours for each hour worked</td>
</tr>
<tr>
<td>After 20 years of service</td>
<td>.0850 hours for each hour worked</td>
</tr>
</tbody>
</table>

11.2 Vacation periods shall be set with preference as to vacation dates in accordance with seniority, provided vacation requests are made in writing on or before April 1st. After April 1st the EMPLOYER agrees to make reasonable effort to schedule major vacations at times requested by employees provided that two (2) weeks advance notice is given. Vacation dates requested after April 1st shall be on a first come basis.

11.3 Carry Over. Employees may carry over unused vacation hours of up to twenty-four (24) hours maximum through June 30th of each year. Those hours not used will be lost. In the event an employee is unable to use accrued time due to the needs of the EMPLOYER, the employee shall be allowed to carry over unused vacation.

ARTICLE 12 – SICK LEAVE, JURY DUTY LEAVES

12.1 Regular employees shall earn sick leave at the rate of eight (8) hours for each month of service.

12.2 Sick leave may accumulate up to a maximum of nine hundred sixty (960) hours.
12.3 Sick leave may be used for the following purposes:

A. Actual sickness or temporary physical disability.

B. Employees asked to serve in a color guard or as a pall bearer, may use one (1) day of sick leave, provided the Department Head is notified by the employee’s starting time that such leave is to be used.

C. In the event of serious illness or death in the employee’s immediate family, three (3) days sick leave may be used. For purposes of this subsection, "Immediate Family" shall be construed to mean the employee’s spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, aunts and uncles. Up to two (2) days additional sick leave may be used where a funeral requires travel.

D. An employee will be allowed, with approval of the Department Head, to use up to one (1) full day (8 hours) of sick leave to attend a funeral of a friend.

E. Employees will be allowed to use sick leave to care for a sick child 18 years of age or up to age 20, provided the child is still attending secondary school in the same manner he/she is allowed to use sick leave for their own personal use.

12.4 The EMPLOYER may require proof of illness before sick leave is granted, provided there exists reasonable cause to show that the employee was not ill.

12.5 Probationary employees shall earn sick leave credits but shall not be permitted to use them until they have completed their probationary periods.

A. Probationary employees will be allowed to use sick leave for the purpose of funeral leave as provided in Article 12, Section 12.3, B, C, and D.
12.6 Abuse of sick leave benefits may be considered by the EMPLOYER as just cause for disciplinary action under this AGREEMENT.

12.7 After employee has reached the maximum accumulation of sick leave, he/she shall be allowed to trade back 2.4 days sick leave for one (1) day vacation up to a maximum of five (5) days per year.

12.8 Jury Duty. An employee summoned for Jury Duty shall receive his/her regular pay for such period, less the amount he/she receives as a Juror.

12.9 Employees may donate banked sick time to fellow bargaining unit members who have exhausted their sick time due to major illness or injury. Each employee may donate up to twenty-four (24) hours, per calendar year, maximum.

ARTICLE 13 – HOLIDAYS

13.1
A. The following shall be observed as holidays for regular employees:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Martin Luther King’s Birthday</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>State Veteran’s Day</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Friday before Easter</td>
</tr>
</tbody>
</table>

B. Each regular employee shall be entitled to one (1) additional holiday. The date of each employee’s floating holiday must be mutually agreed to by the EMPLOYER and the employee. No more than one employee shall take their floating holiday on any given day.
13.2 Regular employees meeting the eligibility requirements of 13.5 shall receive a normal day’s pay for each of the observed holidays established by 13.1.

13.3 Holidays which occur on a Saturday will be observed on the previous Friday, and holidays which occur on Sunday will be observed on the following Monday.

13.4 Regular employees who work on a holiday shall be paid at the rate of one and one-half (1-1/2) times their regular straight time hourly rate for all such hours worked, in addition to the pay for the holiday.

13.5 To be eligible for holiday pay or for the observed holiday premium, established by 13.2 and 13.4, employees must have worked their last scheduled normal work day prior to the observed holiday and their first scheduled normal work day following the observed holiday or have been on an approved basis as established by this AGREEMENT.

13.6 If a holiday falls during an employee’s vacation, one (1) day shall be added to the employee’s vacation time.

**ARTICLE 14 – DISCIPLINARY PROCEDURES**

14.1 The EMPLOYER shall have the right to impose disciplinary action on employees for just cause.

14.2 Disciplinary action as by the EMPLOYER shall include only the following:

   A. Oral reprimand
   B. Written reprimand – copies to UNION office
   C. Suspension
   D. Demotion
   E. Discharge

14.3 Employees who are suspended, demoted or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by Article 15 (Grievance Procedure).
14.4 All disciplinary action other than oral reprimands shall be in writing. The employee shall sign both his/her and the EMPLOYER copy indicating receipt of written reprimand. The employee shall have the right to include his/her written explanation of the written discipline to be included in his/her file.

14.5 Employees who are to be discharged will first be suspended for five (5) scheduled normal work days prior to the discharge becoming effective. The appeal of a discharge may be initiated by the UNION at Step 3 of the Grievance Procedure.

14.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative at such questioning.

14.7 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of this AGREEMENT.

15.2 UNION Representative. The EMPLOYER will recognize Stewards, designated by the UNION in accordance with Article 4 (UNION Rights), as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article.

15.3 Processing a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours, only when consistent with employee duties and responsibilities. The aggrieved employee and a UNION Steward shall be allowed a reasonable amount of time without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working
hours, provided that the employee and the UNION Steward have notified and received the approval of their Supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

15.4 **Procedure.** Grievances, as defined by Section 15.1, shall be resolved in conformance with the following procedure:

**Step 1** An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred; present such grievance to the Clerk/Treasurer. The Clerk/Treasurer will discuss the alleged grievance with the employee and given an answer to such Step 1 grievance within ten (10) days following the discussion. A grievance not resolved in Step 1 and appealed by the UNION to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days following the Step 1 answer, shall be considered waived.

**Step 2** If appealed, the written grievance shall be presented by a UNION Steward and discussed with the Clerk/Treasurer. The Clerk/Treasurer shall give the UNION the EMPLOYER’s Step 2 answer in writing within ten (10) calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) days following the Step 2 answer shall be considered waived.

**Step 3** If appealed, the written grievance shall be presented by a UNION Business Representative and discussed with the EMPLOYER. The EMPLOYER shall give the UNION the EMPLOYER’s Step 3 answer in writing within ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days following the Step 3 answer shall be considered waived.
**Step 4** Either party may petition the Bureau of Mediation Services for the purpose of mediating the grievance.

**Step 5** A grievance unresolved in Step 3 or 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

15.5 **Arbitrator's Authority.**

A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

B. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the EMPLOYER, the UNION and the employees and shall be based solely on the Arbitrator's interpretation or application of the express terms of this AGREEMENT and the evidence and testimony presented.

C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both
parties desire a verbatim record of the proceedings, the cost shall be shared equally.

15.6 **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER’s last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

15.7 If, as a result of the EMPLOYER response in Step 4 the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article 15 or a procedure such as: Civil Service, Veteran’s Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 15, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 15. The aggrieved employee shall indicate in writing which procedure is to be utilized...Step 5 of Article 15 or another appeal procedure...and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 15.

**ARTICLE 16 – ABSENCES FROM WORK**

16.1 Employees unable to report for their scheduled normal work day because of personal illness or injury (Article 12), because of illness or injury in the employee’s immediate family (Article 12), or because of death in the employee’s immediate family (Article 12), shall notify a designated supervisor as soon as practicable, prior to the start of their scheduled normal work day, given reason(s) for the absence and the expected duration of the absence. Employees failing to give notice or who do not have valid explanation of the reasons for failing to give notification may be subject to disciplinary action as provided by this AGREEMENT.
16.2 Failure to report to work without notification for three (3) consecutively scheduled normal work days may be considered a resignation by the EMPLOYER on the part of the employee.

**ARTICLE 17 – WAGES**

17.1 Employees shall be paid in accordance with the wages set forth in Schedule A attached hereto and made a part of this AGREEMENT.

17.2 The standard employee pay period shall be two (2) weeks. Employees shall be paid one week after completion of the pay period.

17.3 The EMPLOYER shall be responsible for payment of any and all fines for overloads.

**ARTICLE 18 – SEVERANCE PAY**

18.1 Upon voluntary separation of employment, an employee will be eligible for severance pay equal to fifty-two and one-half percent (52.5%) of unused sick leave times their hourly rate listed in the working agreement, not to exceed 480 hours.

18.2 Severance pay may also be applied to the employee's health insurance premiums at a rate of sixty percent (60%) through the establishment of a HSA. Monthly premiums will be deducted from the amount deposited into the HSA until all monies are exhausted.

**ARTICLE 19 – NON-DISCRIMINATION**

19.1 The EMPLOYER will not discriminate on any basis prohibited by law.

19.2 Employees covered by this AGREEMENT shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.
19.3 Employees selected or appointed to the position of UNION Steward will not be discriminated against by the EMPLOYER because of holding such position.

**ARTICLE 20 – TUITION/REIMBURSEMENT**

20.1 Employees will be reimbursed for tuition and books for job related classes under the following provisions:

A. Employee must have prior approval from the City to attend class in order to receive reimbursement.

B. Must satisfactorily complete class.

20.2 If an employee is required to attend a class out of town, the EMPLOYER will be responsible for all expense, including mileage if required to use his/her own car, lodging, food, etc. In addition, he/she shall receive his/her regular rate of pay for up to 8 hours per day.

20.3 Employees shall be reimbursed up to one hundred fifty dollars ($150.00) per year in protective footwear upon submission of receipt showing purchase to the City.

**ARTICLE 21 – WAIVER**

21.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provision of this AGREEMENT, are hereby superseded.

21.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of the AGREEMENT. The
EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this AGREEMENT was negotiated or executed, except as provided in 5.2 and 6.2 of this AGREEMENT.

**ARTICLE 22 – SAVINGS CLAUSE**

22.1 The EMPLOYER and the UNION agree that it is their intention that this AGREEMENT not be in conflict with Federal or State law, rules or regulations properly promulgated there under.

22.2 Any provision(s) of this AGREEMENT held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree not appeal has been taken within the time provided, shall be void. All other provisions of this AGREEMENT shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

**ARTICLE 23 – DURATION**

23.1 This AGREEMENT shall become effective January 1, 2018, and continue in effect through December 31, 2020, and shall continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.

23.2 Either party desiring to change the AGREEMENT must notify the other in writing on or before August 1\textsuperscript{st} in the year the contract is to expire. When notice is given and negotiations have begun, this contract shall remain in full force and effect until a conclusion to negotiations is reached.
SCHEDULE A
STREET WATER AND SEWER DEPARTMENTS

<table>
<thead>
<tr>
<th></th>
<th>1/1/2018</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Foreman</td>
<td>$25.27</td>
<td>$25.77</td>
<td>$26.27</td>
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<td>Street, Water and Sewer</td>
<td>$20.74</td>
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**Effective January 1, 2018, through December 31, 2020**

Water Technician............................................ $40.00 per month plus base rate

Waste Water Technician................................. $40.00 per month plus base rate

New Employee Rate

First 1040 hours of employment $2.00 per hour less than the full contract rate

Second 1040 hours of employment $1.00 per hour less than the full contract rate

In order to qualify for the Waste Water Technician monthly rate, the City must again be in charge of the operations of the City Waste Water Plant and the Operator must have a B License.

Employees covered by this agreement shall be required to obtain a “CDL” no later than the date of hire.
IN WITNESS THEREOF, the parties hereto have signed this Agreement

For: The City of Appleton

Chadwick Syltie, Mayor

Roman Fidler, Clerk/Treasurer

For: The International Union of Operating Engineers Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

David Eiynck, Business Representative

Randy Henneberg, Union Steward

5-23-18
Date:

5/18/2018
Date:

DE/jcb/opeiu#12
Contracts/City Appleton
LETTER OF AGREEMENT

The City of Appleton, hereinafter referred to as the City, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

The City will provide cell phones to the employees of the Street Division for the purpose of receiving and placing calls for City business during the workday. Personal cell phones are not to be on the employee during working hours.

Employees may receive personal calls on the City issued phone for calls that are of an emergency nature.

Personal calls on the employee's personal cell phone shall be responded to by the employee during observed break times only.

For: The City of Appleton

Chadwick Syltie, Mayor

Roman Fidler, Clerk/Treasurer

Date:

5-23-18

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Dave Eiynck, Business Representative

Randy Henneberg, Steward

Date:

5-8-2018
LETTER OF AGREEMENT

The City of Appleton, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

1. Effective 1/1/2015, general maintenance of the building presently known as the '52 Wing Gymnasium or formerly the Appleton Public School property shall not be considered bargaining unit work or the responsibility of the Street, Water and Sewer Department.

   However, in the event bargaining unit members are assigned to do the work, bargaining unit employees shall be paid at the rates of Schedule A for all work assigned.

2. The '52 Wing Gymnasium is City property and the Street, Water and Sewer Department shall continue to perform routine responsibility for duties normally reserved for City properties, but not including snow blowing of sidewalks.

3. Staking cemetery lots for winter.

4. Cleaning campground bathrooms and hauling out fishing and cleaning bins.

5. Cleaning out the maintenance shop.

6. If new bathrooms are built at the Riverview Park, clean bathroom building.

For: The City of Appleton

Chadwick Syltie, Mayor

Roman Fidler, Clerk/Treasurer

Date: 5-28-18

DE/jcb/opeiu#12

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Dave Eiynck, Business Representative

Randy Henneberg, Steward

Date: 5/8/2018